INSTRUCTION INSTRUCTION READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SP ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION INITIALED BY THE BIDDER. THIS BID IS TO BE MANUALLY SIGNED IN INK. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATIO OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAD INVOICE OR DELIVERY, WHICHEVER IS LATER. AMOUNT OF BID BOND REQUIRED: DESIRED DELIVERY: 14 DAYS ARO TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOT THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SID SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE SPURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDAL IN THIS SOLICITATION. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID	ONS TO BIDDERS ECIFICATIONS. S, ERASURES OR OTHER N OR AS OTHERWISE PRODE WITHIN 30 DAYS AFTER OR	FORMS OF ALTERATION TO UNIT PRICES SHOULD BE FOLD HERI OVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" R RECEIPT OF PROPERLY EXECUTED 100% OF BID. N ENVELOPE OR PACKAGE CLEARLY MARKED WITH RNISHED FOR THAT PURPOSE. LUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; ONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED S TO BIDDERS, TERMS, CONDITIONS AND AUD. THIS BID IS TO BE MANUALLY SIGNED IN INK
INSTRUCTION INITIALED BY THE BIDDER. INVICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION INITIALED BY THE BIDDER. INSTRUCTION INSTRUCTION	ONS TO BIDDERS ECIFICATIONS. S, ERASURES OR OTHER N OR AS OTHERWISE PRO DE WITHIN 30 DAYS AFTER OR OR OULD BE RETURNED IN AIR PECIAL ENVELOPE IF FUR TATE OF LOUISIANA INCL RD TERMS AND CONDITIONS OUT COLLUSION OR FRA	FORMS OF ALTERATION TO UNIT PRICES SHOULD BE FOLD HERI OVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" R RECEIPT OF PROPERLY EXECUTED 100% OF BID. N ENVELOPE OR PACKAGE CLEARLY MARKED WITH RNISHED FOR THAT PURPOSE. LUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; ONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED S TO BIDDERS, TERMS, CONDITIONS AND AUD. THIS BID IS TO BE MANUALLY SIGNED IN INK
9. DIJDVINJALIAVICIJ. VEDICICIJVIDENA ALIAV.	· · · · · · · · · · · · · · · · · · ·	
BLDG 550 WINDOWS REPLACEMENT - CAMP BEAUREGARD - MANDATORY JOBSITE VISIT TO BE COM 1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECI 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIS LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTR BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHED.	RTY (30) DAYS. CASH DISC WILL NOT BE CONSIDER! ACTS, CASH DISCOUNTS	ED IN WILL BE ACCEPTED AND TAKEN
OPENING DATE: 05/29/13 VENDOR NAME AND ADDRESS FILL IN VENDOR NUMBER (FEIN), NAI ADDRESS ABOVE, BEFORE SUBMITT		SEE NO. 8 BELOW. RETURN BID TO 10:00 AM 2253321 05/29/13 T28675P OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BUYER : MARILYN COOPER BUYER PHONE : (225) 342-8025 DATE ISSUED : 04/30/13 REQ. AGENCY : 112PUR FOLD HERE DEPT OF MILITARY AFFAIRS AGENCY REQ. NO. : 351061 ISIS REQ. NO. : 1351450 VENDOR PHONE : FISCAL YEAR : 13 CLASS/SUBCLASS : 91079 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :
====> VENDOR NO. : SOLICITATION : 2253321 FILE NO. : T28675P OPENING DATE : 05/29/13		
JITICE OF STATE FORGING	REAL PROPERTY OF THE PARTY OF T	PURCHASING AGENCY NO.: 107001
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING	B / CAPO / B	3 1
		MAY 29, 2013 10:00 AM

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΑ

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

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30. SIGNATURE AUTHORITY

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

- 1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
- 2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, COPPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
- 3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
- 4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2192, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950,

PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE

LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

- 32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.
- A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTP://WWW.SAM.GOV
- 33. FEDERAL CLAUSES, IF APPLICABLE.

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT. THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT. THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD1.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.CFM ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 BIDDER INQUIRIES:

THE STATE SHALL NOT AND CANNOT PERMIT AN OPEN-ENDED INQUIRY PERIOD, AS THIS CREATES AN UNWARRANTED DELAY IN THE PROCUREMENT CYCLE AND OPERATIONS OF OUR AGENCY CUSTOMERS. THE STATE REASONABLY EXPECTS AND REQUIRES RESPONSIBLE AND INTERESTED BIDDERS TO CONDUCT THEIR

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IN-DEPTH BID REVIEW AND SUBMIT INQUIRIES IN A TIMELY MANNER.

AN INQUIRY PERIOD IS HEREBY FIRMLY SET FOR ALL INTERESTED BIDDERS TO PERFORM A DETAILED REVIEW OF THE BID DOCUMENTS AND TO SUBMIT ANY WRITTEN INQUIRIES RELATIVE THERETO. WITHOUT EXCEPTION, ALL INQUIRIES MUST BE SUBMITTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, CLEARLY CROSS-REFERENCED TO THE RELEVANT BID SECTION. ALL INQUIRIES MUST BE RECEIVED BY THE CLOSE OF BUSINESS TEN DAYS PRIOR TO THE BID OPENING DATE. ONLY THOSE INQUIRIES RECEIVED BY THE ESTABLISHED DEADLINE SHALL BE CONSIDERED BY THE STATE. INQUIRIES RECEIVED AFTER THE ESTABLISHED DEADLINE SHALL NOT BE ENTERTAINED.

INQUIRIES CONCERNING THIS BID MAY BE DELIVERED BY MAIL, EXPRESS COURIER, E-MAIL, HAND, OR FAX TO:

OFFICE OF STATE PURCHASING ATTENTION: MARILYN B. COOPER P. O. BOX 94095 BATON ROUGE, LA 70804-9095

1201 NORTH THIRD ST. CLAIBORNE BLDG., SUITE 2-160 BATON ROUGE, LA 70802

EMAIL: MARILYN.COOPER@LA.GOV

PHONE: (225) 342-8025 FAX: (225) 342-8688

AN ADDENDUM WILL BE ISSUED AND POSTED AT THE OFFICE OF STATE PURCHASING LAPAC* WEBSITE, TO ADDRESS ALL INQUIRIES RECEIVED AND ANY OTHER CHANGES OR CLARIFICATIONS TO THE BID. THEREAFTER, ALL BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE SPECIFICATIONS, TERMS, CONDITIONS, PLANS, ETC., WILL STAND AS WRITTEN AND/OR AMENDED BY ANY ADDENDUM. NO NEGOTIATIONS, DECISIONS, OR ACTIONS SHALL BE EXECUTED BY ANY BIDDER AS A RESULT OF ANY ORAL DISCUSSIONS WITH ANY STATE EMPLOYEE OR STATE CONSULTANT. IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THE LAPAC WEBSITE FREQUENTLY FOR ANY POSSIBLE ADDENDA THAT MAY BE ISSUED. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR A BIDDER'S FAILURE TO DOWNLOAD ANY ADDENDA DOCUMENTS REQUIRED TO COMPLETE THE BID.

*NOTE: LAPAC IS THE STATE'S ONLINE ELECTRONIC BID POSTING AND NOTIFICATION SYSTEM RESIDENT ON STATE PURCHASING'S WEBSITE (WWW.DOA.LOUISIANA.GOV/OSP) AND IS AVAILABLE FOR VENDOR SELF-ENROLLMENT. IN THAT LAPAC PROVIDES AN IMMEDIATE E-MAIL NOTIFICATION TO SUBSCRIBING BIDDERS THAT A SOLICITATION AND ANY SUBSEQUENT ADDENDA HAVE BEEN LET AND POSTED, NOTICE AND RECEIPT THEREOF IS CONSIDERED FORMALLY GIVEN AS OF THEIR RESPECTIVE DATES OF POSTING.

- 3 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 4 INSURANCE REQUIREMENTS FOR CONTRACTORS

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS.

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- A. MINIMUM SCOPE AND LIMITS OF INSURANCE
- 1. WORKERS COMPENSATION

WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

2. COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVER-TISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

- 1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES
- A. THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.
- B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

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- C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.
- D. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE POLICY LIMITS.
- 2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

3. ALL COVERAGES

- A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.
- B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.
- C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.
- D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. ACCEPTABILITY OF INSURERS

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH A A.M. BEST'S RATING OF A:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

E. VERIFICATION OF COVERAGE

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY

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CONTRACT RENEWAL THEREAFTER.

IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

F. SUBCONTRACTORS

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSUREDS UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS,

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ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.

5 SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLATION WHICH IS ACCEPTABLE TO THE AGENCY.

BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISE ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN, AND PROPERLY INSTALLED.

6 THE STATE RESERVES THE RIGHT TO REJECT BIDS THAT CANNOT MAKE DELIVERY BY JUNE 30.

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7 IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTOR'S LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000 OR MORE (AND \$1 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED).

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.

BIDDERS REPRESENTATION:

IN MAKING HIS BID, EACH BIDDER REPRESENTS THAT: HE HAS READ AND UNDERSTANDS THE BID DOCUMENTS AND HIS BID IS MADE IN ACCORDANCE HEREWITH; HE HAS VISITED THE SITE AND HAS FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED.

BEFORE SUBMITTING PROPOSALS, BIDDERS MUST INSPECT THE PROPOSED SITE AND ACQUAINT THEMSELVES WITH ALL OF THE CONDITIONS UNDER WHICH THE WORK WILL BE DONE. NO ADDITIONAL COMPENSATION WILL BE GRANTED BECAUSE OF UNUSUAL DIFFICULTIES WHICH MAY BE ENCOUNTERED IN THE EXECUTION OF ANY PORTION OF THE WORK.

AGENCY CONTACT PERSON: MAJ BRIAN PLUNK 318-641-5690

VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE OFFICE OF STATE PURCHASING PERSONNEL PRIOR TO BID OPENING.

BIDS: UNLESS OTHERWISE SPECIFIED, A LUMP SUM BID IS REQUESTED FOR THE WORK SHOWN ON PLANS AND/OR IN SPECIFICATIONS.

REJECTION OF BIDS: THE CONTRACTOR UNDERSTANDS THAT THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES.

WITHDRAWAL OF BIDS: THE CONTRACTOR AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) CALENDAR DAYS AFTER THE BID OPENING.

PERFORMANCE BOND/LABOR AND MATERIALS BOND: THE CONTRACTOR SHALL FURNISH, WITH HIS EXECUTED CONTRACT, A PERFORMANCE BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE FAITHFUL PERFORMANCE OF HIS CONTRACT, AND A LABOR AND MATERIAL BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE PAYMENT OF ALL PERSONS PERFORMING LABOR ON THE PROJECT UNDER THE CONTRACT AND FURNISHING MATERIALS IN CONNECTION WITH THE CONTRACT. THE PERFORMANCE BOND WILL BE SECURED BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE U.S. DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES WHICH IS PUBLISHED ANNUALLY IN THE FEDERAL REGISTER, OR BY A LOUISIANA

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DOMICILED INSURANCE COMPANY WITH AT LEAST AN A-RATING IN THE LATEST PRINTING OF THE A.M. BEST'S KEY RATING GUIDE TO WRITE INDIVIDUAL BONDS UP TO TEN PERCENT OF POLICYHOLDERS' SURPLUS AS SHOWN IN THE A.M. BEST'S KEY RATING GUIDE, OR BY AN INSURANCE COMPANY THAT IS EITHER DOMICILED IN LOUISIANA OR OWNED BY LOUISIANA RESIDENTS AND IS LICENSED TO WRITE SURETY BONDS. IN ADDITION, THE BOND SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY THAT IS CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA.

PERMITS, LICENSES, LAWS AND TAXES: THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERMITS, LICENSES, AND CERTIFICATES AND COMPLY WITH ALL LAWS OR ORDINANCES APPLICABLE TO THE LOCALITY OF THE BUILDING SITE AND THE STATE OF LOUISIANA. THE CONTRACTOR SHALL INCLUDE IN HIS BID ALL APPLICABLE STATE, FEDERAL, OR OTHER TAXES REQUIRED.

INSURANCE:

COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ARE REQUIRED ON THIS BID.

BUILDER'S RISK COVERAGE OR INSTALLATION FLOATER LANGUAGE

A SPECIALTY CONTRACTOR MAY PROVIDE AN INSTALLATION FLOATER IN LIEU OF A BUILDERS RISK POLICY, WITH THE SIMILAR COVERAGE AS THE BUILDER'S RISK POLICY, UPON THE SYSTEM TO BE INSTALLED IN AN AMOUNT EQUAL TO THE GREATER OF THE FULLY-COMPLETED PROJECT VALUE OR THE AMOUNT OF THE CONTRACT INCLUDING ANY AMENDMENTS. FLOOD COVERAGE IS NOT REQUIRED.

THE GENERAL CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE ENTIRE WORK INCLUDED IN THE CONTRACT FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL-COMPLETED VALUE OR THE AMOUNT OF THE CONSTRUCTION CONTRACT INCLUDING ANY AMENDMENTS THERETO. THE GENERAL CONTRACTOR'S POLICY SHALL PROVIDE "ALL RISK" BUILDER'S RISK INSURANCE (EXTENDED TO INCLUDE THE PERILS OF WIND, COLLAPSE, VANDALISM/MALICIOUS MISCHIEF, AND THEFT, INCLUDING THEFT OF MATERIALS WHETHER OR NOT ATTACHED TO ANY STRUCTURE.) THE "ALL RISK" BUILDER'S RISK INSURANCE MUST ALSO COVER ARCHITECTS' AND ENGINEERS' FEES THAT MAY BE NECESSARY TO PROVIDE PLANS AND SPECIFICATIONS AND SUPERVISION OF WORK FOR THE REPAIR AND/OR REPLACEMENT OF PROPERTY DAMAGE CAUSED BY A COVERED PERIL NOT TO EXCEED 10% OF THE COST OF THOSE REPAIR AND/OR REPLACEMENTS.

A SPECIALTY CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE SYSTEM TO BE INSTALLED FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL-COMPLETED VALUE OR THE AMOUNT OF THE CONTRACT INCLUDING ANY AMENDMENTS THERETO. THE SPECIALTY CONTRACTOR MAY PROVIDE AN INSTALLATION FLOATER WITH THE SAME COVERAGE AS THE "ALL RISK" BUILDER'S RISK INSURANCE POLICY.

THE POLICY MUST INCLUDE THE INTEREST OF THE OWNER, CONTRACTOR AND SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR. THE CONTRACTOR HAS THE RIGHT TO PURCHASE COVERAGE OR SELF-INSURE ANY EXPOSURES NOT REQUIRED BY THE BID SPECIFICATIONS, BUT SHALL BE HELD LIABLE FOR ALL LOSSES, DEDUCTIBLES, SELF-INSURANCE FOR COVERAGES NOT REQUIRED.

POLICIES INSURING PROJECTS INVOLVING ADDITIONS, ALTERATIONS OR REPAIRS

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TO EXISTING BUILDINGS OR STRUCTURES MUST INCLUDE AN ENDORSEMENT PROVIDING THE FOLLOWING:

IN THE EVENT OF A DISAGREEMENT REGARDING A LOSS COVERED BY THIS POLICY WHICH MAY ALSO BE COVERED BY THE STATE OF LOUISIANA POLICY OF SELF-INSURANCE OR ANY COMMERCIAL PROPERTY INSURANCE POLICY PURCHASED BY THE STATE OF LOUISIANA, OFFICE OF RISK MANAGEMENT (ORM) COVERING IN EXCESS OF THE STATE OF LOUISIANA, POLICY OF SELF-INSURANCE, THIS COMPANY AGREES TO FOLLOW THE FOLLOWING PROCEDURE TO ESTABLISH COVERAGE AND/OR THE AMOUNT OF LOSS:

ANY PARTY TO A LOSS MAY MAKE WRITTEN DEMAND FOR AN APPRAISAL OF THE MATTER IN DISAGREEMENT. WITHIN 20 DAYS OF RECEIPT OF WRITTEN DEMAND, THIS COMPANY AND EITHER ORM OR ITS COMMERCIAL INSURANCE COMPANY SHALL EACH SELECT A COMPETENT AND IMPARTIAL APPRAISER AND NOTIFY THE OTHER OF THE APPRAISER SELECTED. THE TWO APPRAISERS WILL SELECT A COMPETENT AND IMPARTIAL UMPIRE. THE APPRAISERS WILL THEN IDENTIFY THE POLICY OR POLICIES UNDER WHICH THE LOSS IS INSURED AND, IF NECESSARY, STATE SEPARATELY THE VALUE OF THE PROPERTY AND THE AMOUNT OF THE LOSS THAT MUST BE BORNE BY EACH POLICY. IF THE TWO APPRAISERS FAIL TO AGREE, THEY SHALL SUBMIT THEIR DIFFERENCES TO THE UMPIRE. A WRITTEN DECISION BY ANY TWO SHALL DETERMINE THE POLICY OR POLICIES AND THE AMOUNT OF THE LOSS. EACH INSURANCE COMPANY (OR ORM) AGREE THAT THE DECISION OF THE APPRAISERS AND THE UMPIRE IF INVOLVED, WILL BE BINDING AND FINAL AND THAT NEITHER PARTY WILL RESORT TO LITIGATION. EACH OF THE TWO PARTIES SHALL PAY ITS CHOSEN APPRAISER AND BEAR THE COST OF THE UMPIRE EQUALLY.

AFFIDAVIT: SUCCESSFUL CONTRACTOR SHALL BE REQUIRED TO EXECUTE AN AFFIDAVIT ATTESTING "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

RECORDATION CERTIFICATE: CONTRACTOR SHALL UPON RECEIPT OF EXECUTED CONTRACT, BOND AND PURCHASE ORDER, RECORD CONTRACT AND BOND WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED, OBTAIN A CERTIFICATE OF RECORDATION FROM THE CLERK OF COURT AND FORWARD THIS CERTIFICATE IMMEDIATELY TO THE DIVISION OF ADMINISTRATION. THIS CERTIFICATE MUST BE RECEIVED BEFORE ANY INVOICES ON THIS PROJECT CAN BE PROCESSED. THE EXPENSE FOR THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROGRESS PAYMENTS: THE FOLLOWING PAYMENT SCHEDULE SHALL APPLY:

FOR CONTRACTS WITH A COMPLETION DATE OF MORE THAN THIRTY (30) DAYS:

ON OR ABOUT THE FIRST DAY OF EACH MONTH NINETY PERCENT (90%)
OF THE VALUE BASED ON THE CONTRACT PRICE, OF LABOR AND
MATERIALS INCORPORATED IN THE WORK, AND OF MATERIALS SUITABLY
STORED AT THE SITE THEREOF UP TO THE FIRST DAY OF THAT MONTH,
AS ESTIMATED BY THE OWNER, LESS THE AGGREGATE OF PREVIOUS
PAYMENTS AND UPON SUBSTANTIAL COMPLETION OF THE ENTIRE WORK,
A SUM SUFFICIENT TO INCREASE THE TOTAL PAYMENT TO NINETY
PERCENT (90%) OF THE CONTRACT PRICE.

FOR CONTRACTS WITH A COMPLETION DATE OF THIRTY (30) DAYS OR LESS:

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UPON SATISFACTORY COMPLETION OF THE WORK, NINETY PERCENT (90%) OF THE CONTRACT PRICE.

ACCEPTANCE: UPON WRITTEN NOTICE BY THE OWNER TO THE DIVISION OF ADMINISTRATION, A NOTICE BY OWNER OF ACCEPTANCE OF WORK WILL BE EXECUTED AND FORWARDED TO THE CONTRACTOR FOR RECORDING WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK HAS BEEN PERFORMED AND CONTRACTOR SHALL FURNISH A CLEAR LIEN CERTIFICATE FROM THE CLERK OF COURT (TO THE OWNER ALONG WITH FINAL INVOICE) FORTY-FIVE (45) DAYS AFTER RECORDATION OF ACCEPTANCE. FINAL PAYMENT OF TEN PERCENT (10%) WILL BE MADE AT THIS TIME.

GUARANTEE: IF, WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTRACT DOCUMENTS, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CORRECT IT PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OWNER TO DO SO UNLESS THE OWNER HAS PREVIOUSLY GIVEN THE CONTRACTOR A WRITTEN ACCEPTANCE OF SUCH CONDITION. THE OWNER SHALL GIVE SUCH NOTICE PROMPTLY AFTER DISCOVERY OF THE CONDITION.

DELAYS AND EXTENSION OF TIME: THE CONTRACTOR SHALL PERFORM FULLY, ENTIRELY, AND IN SATISFACTORY MANNER THE WORK CONTRACTED, WITHIN THE NUMBER OF CALENDAR DAYS STIPULATED IN THE PROPOSAL AND THE CONTRACT. TIME WILL BE ASSESSED AGAINST THE CONTRACTOR BEGINNING THE DATE OF THE NOTICE TO PROCEED WHICH IS THE PURCHASE ORDER ATTACHED TO THE CONTRACT.

LIQUIDATED DAMAGES: LIQUIDATED DAMAGES IN THE AMOUNT OF \$100.00 PER DAY SHALL BE ASSESSED FOR EACH AND EVERY DAY THE PROJECT REMAINS INCOMPLETE BEYOND THE ESTABLISHED COMPLETION DATE.

IN ADJUSTING THE CONTRACT TIME FOR THE COMPLETION OF THE PROJECT, ALL STRIKES, LOCK-OUTS, UNUSUAL DELAYS IN TRANSPORTATION, OR ANY OTHER CONDITION OVER WHICH THE CONTRACTOR HAS NO CONTROL, AND ALSO ANY SUSPENSIONS ORDERED BY THE ENGINEER FOR CAUSES NOT THE FAULT OF THE CONTRACTOR, SHALL BE EXCLUDED FROM THE COMPUTATION OF THE CONTRACT TIME FOR COMPLETION OF THE WORK. THE CONTRACTOR MUST APPLY IN WRITING FOR AN EXTENSION OF TIME WITHIN SEVEN (7) DAYS AFTER DELAY OCCURS. NO ALLOWANCES WILL BE MADE FOR DELAYS OR SUSPENSIONS FOR THE PROSECUTION OF THE WORK DUE TO THE FAULT OF THE CONTRACTOR. UNDER PRESENTATION OF EVIDENCE FROM THE SUPPLIER THAT EQUIPMENT SPECIFIED CANNOT BE DELIVERED IN TIME TO COMPLETE THE PROJECT WITHIN THE TIME SPECIFIED, THEN THE CONTRACTOR CAN REQUEST AN EXTENSION OF TIME FOR THE PORTION OF THE WORK.

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BIDDER'S PRINTED OR TY	YPED NAME:		
JOB COMPLETION TIME IS	S 45 DAYS TO INCLUDE NORMAL RAIN DAYS.		
AGENCY SIGNATURE AS VE	ERIFICATION OF JOBSITE VISIT	DATE	
PRINTED NAME OF AGENCY	Y'S SIGNATURE ABOVE		
JOBSITE ADDRESS: DMA - CAMP BEAURE BUILDING # 550 E. ST., CAMP BEAU PINEVILLE, LA 713 (RAPIDES PARISH)	UREGARD 360		

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PRICE SHEET		INVITATION TO BID				
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: DMA - STATE WAREHOUSE, CB MILITARY DEPARTMENT 903 E STREET ATTN: STATE WAREHOUSE PINEVILLE, LA 71360					
00001	COMMODITY CODE: 910-79-000000 THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, SUPERVISION, SUPPLIES, FEES, PERMITS, AND EQUIPMENT NECCESSARY TO COMPLETE THE REMOVAL, DISPOSAL, INSTALLATION AND REPLACEMENT OF WINDOWS ON BUILDING 550 AT CAMP BEAUREGARD IN PINEVILLE, LA.		JOB			
	COMPLETE ALL WORK IN ACCORDANCE WITH THE ENCLOSED SOW AND SPECIFICATIONS:					
	SEE ATTACHED: - GENERAL SPECIFICATIONS - SCOPE OF WORK - BUILDING 550 WINDOWS REPLACEMENT, DATED 18 APRIL 2013.					
	************************		Ì			
	A MANDATORY JOBSITE VISIT IS REQUIRED					
	TO SCHEDULE A DATE & TIME FOR A JOBSITE VISIT, CONTACT: MAJ BRIAN PLUNK @ 318-641-5690 BRIAN.T.PLUNK.MIL@MAIL.MIL					
	JOBSITE ADDRESS: CAMP BEUAREGARD BUILDING 550 E. ST, CAMP BEAUREGARD PINEVILLE, LA 71360 (RAPIDES PARISH)					
	*** IMPORTANT INFORMATION ***					
	SECURITY ENTRY REQUIREMENTS - VALID DRIVER'S LICENSE/IDENTIFICATION - VEHICLE REGISTRATION AND INSURANCE					

General Specifications State Military Department Louisiana National Guard Project

Project Title: Windows Replacement for Building 550

Location of Project: Camp Beauregard, Pineville, Louisiana

PREPARED BY:

Project Manager: MAJ Brian Paulk 636 I Street, Camp Beauregard Pineville, Louisiana 71055

Date: 23 April 2013

TECHNICAL SPECIFICATIONS

See Scope of Work - Windows Replacement for Building 550 attached dated 18 April 2013

GENERAL REQUIREMENTS

<u>01010 Summary of Work</u> - The Contractor shall provide all materials, labor, supervision, supplies, permits, fees, and equipment necessary to complete the removal, disposal, installation, and replacement of windows on Building 550 at Camp Beauregard, Pineville, LA. Complete all work in accordance with the enclosed scope of work and specifications. See Scope of Work - Windows Replacement for Building 550 attached dated 18 April 2013.

Any damage to the site, utilities or buildings will be repaired by the contractor at no additional cost to the State of Louisiana.

Unless specified otherwise all materials shall be new, manufactured items suitable for their intended use, installed according to manufacturer's directions or customary good trade practices, and in all cases materials and workmanship shall comply with all applicable building codes. Workmanship shall be at least as good as normal good trade practices with all lines, elevations, surfaces, finishes, etc. like those shown in the plans and/or contained in specifications.

01015 Contractor Operations on Premises -

- 1) The Contractor shall be subject to all rules, guidance, policies, etc. governing the State Military property, installation, training lands etc. where the respective project is located including entrance security requirements.
- 2) An Act of Nature event or event beyond the control of the State Military Department like a hurricane, discovery of Native American artifacts, a suspension in activity on State Military Department property due to an emergency or escalation in security measures, will not lead to a delay claim by the Contractor.

<u>01041 Project Coordination</u> - The Project Manager is designated on the title page of this specification and his/her decision shall be final in all interpretations of the plans and these specifications. All communications from the contractor shall be through the Project Manager.

<u>01050 Field Engineering</u> - The contractor is responsible for all quantities, measurements, and grades. Provide rough and final staking, elevations and benchmarks as required by the Project Manager for approval.

<u>01051 Grades, Lines, and Levels</u> - All construction shall be plumb, level and true to the lines shown on the plans. All slopes shall be consist and drain as intended. The Inspector shall instruct the contractor on any incidental construction that may be necessary to accomplish a functional project. Slope to drain always.

01060 Regulatory Requirements -

- 1) Obtain all permits, pay all fees, record the contract, and comply with all state, federal, and local requirements. All construction shall comply with the International Building Code for State-Owned Buildings. If any provisions of these specifications or plans are in conflict with any code, the contractor shall notify the Project Manager before construction or the contractor shall make remedial changes to bring the work into compliance at no additional cost to the state.
- 2) Safety is part of this contract. Abide by OSHA and all other safety regulations and take all other measures necessary (such as barriers, fences, warning signs, protective clothing, etc.) to protect the public and workmen.

- 3) Temporary Scaffolds, Staging, and Safety Devices The contractor shall provide, erect, maintain and remove, when directed, all scaffolding, staging, platforms, temporary flooring, temporary runways, guards, railing, stairs, and ladders necessary for reaching all portions of the work conveniently and safely and as required by local, federal and state codes or laws for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations, as applicable to the project.
- 4) Fire Protection Verify availability and location of existing onsite fire protection equipment. Provide additional temporary equipment as required by applicable safety standards.

01150 Measurement and Payment

- 1) Bids The Contractor's bid shall be lump sum with no qualifications, informalities, or item payments or the bid will be disqualified.
- 2) Add alternates If add alternates are part of the project, the contractor shall note them and their amount on his bid. The low bid, including any add alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.
- 3) Partial payments See <u>Progress Payments and Acceptance</u> in bid documents. If the contractor requests partial payments, they shall be made using the invoice and schedule of values forms supplied in these specifications. The approved schedule of values shall be based upon the divisions of these specifications <u>except</u> that the value of Division One shall be zero or upon the overall project completion schedule and assigned values of work scheduling documents agreed upon by the contractor and project manager. Upon completion of the project (acceptance), payment will be authorized for 90% of the contract amount (10% retainage), less the value of all punch list items which shall be computed at the actual cost of the punch list. No partial payments on the punch list. The Inspector's decision on payment approval shall be final.
- 4) Change orders All changes in the work involving the contract amount, scope of work, or contract time shall be made only by change orders. Change orders shall be prepared by the contractor as directed by the Project Manager and approved in writing by State Purchasing and the State Military Department's Deputy Director of Contracting and Purchasing prior to the work/change being done.

Change orders shall contain:

- a) An itemized list of material and labor costs for each subcontractor's work including quantities and unit costs for each item of labor and material, labor and material cost need to be shown separately.
- b) Same as above for contractor's labor and material.
- c) Overhead and profit.
- d) Time.
- 5) Quantities All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge of the Project Manager. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the inspector shall be notified prior to construction.

<u>01200 Project Meetings</u> - A mandatory site visit is required to verify dimensions and measurements and view existing site condition. Coordinate with the Project Manager for site visit. Prospective bidders are expected to be familiar with site conditions and bid procedures. Project Manager's contact information will be noted on the solicitation for bids from the Office of State Purchasing. After the contract is let, a <u>pre-construction conference</u> must be held before commencing work. <u>Progress meetings</u> shall be held at least monthly to review the progress and quality of the work and to review requests for partial payment. At the completion of work, a <u>Final Inspection</u> shall be held after at least a **three (3) day notice** by the Contractor to prepare a punch list (if necessary) of items to be addressed before acceptance.

01300 Submittals

- 1) As equal determinations- Manufacturer's brand names, colors and model numbers are used for the sole purpose of obtaining competitive bids. Substitutions of products of other manufactures equal to or superior to those listed may be acceptable if approved by the Project Manager prior to bidding. Otherwise, the Contractor's substitution may be rejected. For a substitution to be pre-approved by the Project Manager, the Contractor may submit, ten (10) days before bid date, samples, brochures, and technical data sufficient for the Project Manager to make a decision.
- 2) Packaging -The Contractor shall retain all packaging and supplier's invoices in neat, clean, dry, legible condition for the Project Manager to determine compliance with these specifications.
- 3) Shop drawings Submit shop drawings wherever required by the plans, these specifications or when required by the Project Manager. Such drawings shall be drafted, dimensioned, and scaled drawings clearly showing the contractor's intended plan, materials and the like.

<u>01510 Temporary Utilities</u> - Provide all temporary utilities, portable toilets, trashcans/trash receptacles drinking water as needed at no additional cost to the State. Contract is responsible for connecting all new facilities to permanent power. Contractor shall be responsible for contacting and providing the electric company with all necessary permits, surveys, flood elevation certificates, etc. in order to make the arrangements to connect the new facility to permanent power.

<u>01700 Contract Closeout</u> - See bidding and contract requirements regarding <u>Final Payments</u> and <u>project meetings</u> regarding acceptance, punch list, and final inspection. After completion, the Contractor shall remove all scraps, forms, packaging, debris, spatters, dust, dirt, etc., and leave the work in a neat and clean condition with all facilities ready for use by the State Military Department. Salvageable materials remain the property of the State and shall be delivered to the Project Manager. Materials deemed waste by the Project Manager shall be removed from the park by the Contractor.

Contractor shall provide the project inspector with a <u>Project Manual</u>. This project manual shall include the following information:

- Contact information for both the general contractor and all subcontractors.
- Copies of inspection certificates from authorities having jurisdiction, particularly the Office of the State Fire Marshal.
- Copy of all cut sheets
- Maintenance schedule for all equipment.
- Care instructions for equipment and finishes.
- Chemical safety instructions if chemicals or chemical equipment is part of the project.
- Provide all equipment operating manuals, training and warranties.

The contractor shall provide the project inspector with two copies of the project manual. All information shall be provided in binders. The project manual must be submitted with or prior to the retainage pay request. If not submitted the pay request shall be held until the manuals are submitted to the Project Manager.

01710 Cleaning

GENERAL

A. Work Included:

Throughout the construction/contract period, maintain the building and the site in a standard of cleanliness as described in this section. Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

MATERIALS

Provide all required personnel, equipment and materials needed to maintain specified standard of cleanliness. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Project Manager.

EXECUTION

Progress Cleaning:

- A. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. Do not allow the accumulation of scrap, debris, waste material and other items not required for the construction of the work.
- B. Provide daily cleanup of areas adjacent to work area.
- C. At the end of each working day, store tools, small equipment (able to be carried by two persons), building materials, and debris.
- D. At the end of each working day, remove from the site all scrap, debris, and waste material. Provide adequate storage for all items awaiting removal from the site, observing all requirements for fire protection and protection of the ecology.

Structures:

- A. At the end of each working day, sweep interior spaces clean. "Clean" for the purpose of this sub-paragraph, shall be interpreted as meaning (free from dust and other material capable of being removed by use of reasonable effort of a hand-held broom).
- B. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all materials and equipment required achieving the required cleanliness.
- C. Clean the finish floor daily as required while work is being performed in the space in which finish materials have been installed. "Clean" for the purpose of this sub-paragraph, shall be interpreted as meaning free from any foreign material, which in the opinion of the Project Inspector may be injurious to the finish floor material.
- D. Carefully protect from damage or staining all installed finish material, equipment and fixtures without consideration of when they were installed. Damage of stained parts will be repaired or replaced by the contractor at no additional cost to the owner.

Final Cleaning:

- A. "Cleaning" for the purpose of this article shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only materials and equipment recommended by the manufacturer of the finish material.
- C. Clean all glass and frames inside and out. To all surfaces requiring the routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished or buffed.
- D. Schedule final cleaning as approved by the Project Inspector to enable the owner to accept a completely clean project.

<u>01740 Warranties and Bonds</u> - All materials and workmanship shall be warranted for a minimum period of one (1) year. Additional warranty periods may apply from manufacturer.

SCOPE OF WORK BUILDING 550 WINDOWS REPLACEMENT

Site address: 550 E STREET, CAMP BEAUREGARD, PINEVILLE, LA 71360

Date: <u>18 April 2013</u>

BASE BID: Replace existing aluminum windows and replace with new commercial windows.

- 1) Remove/Demo approximately three (3) 3'x 4', two (2) 3'x6' and six (6) 6' x 6', aluminum double hung single pane window systems.
- 2) Contractor may remove any wooden siding/trim material to allow for demo of existing window systems or for installation of new window systems.
- 3) Contractor will provide and install <u>three (3)</u> 3' x 4' Bronzed aluminum commercial storefront grade framing with insulated Bronzed single Low E glass panel. New window system will match existing storefront glazing style and color at both entrances on the facility.
- 4) Contractor will provide and install <u>two (2)</u> 3' x 6' Bronzed aluminum commercial storefront grade framing with insulated Bronzed single Low E glass panel.
- 5) Contractor will provide and install <u>six (6)</u> 6' x 6' Bronzed aluminum commercial storefront grade framing with insulated Bronzed single Low E glass panels. Each new 6' x 6' window system will be broken into two (2) 3' x 6' panels separated by center framing member.
- 6) Contractor will reinstall any siding/trim material removed for window installation, provide bronzed colored metal flashing, and caulk around all new window systems to prevent water penetration form entering inside facility.
- 7) Contractor will guarantee workmanship and water tightness for 1 year.
- 8) Contractor to verify all required measurements.
- 9) Remove all debris from site daily. Contractor will furnish dumpster at his own expense. Coordinate with project manager for site placement.

GENERAL NOTES:

Contractor will have 45 days to complete scope of work to include normal rain days.

A preconstruction meeting will be scheduled prior to start of project. A materials/equipment storage area (if required) will be designated by the Project Manager during the course of the preconstruction meeting.

All work performed must meet, or exceed OSHA, parish, state & local codes. All work must comply with SMD safety and environmental requirements. Contractor will ensure work area is clearly marked with safety barriers, flagging, and signage around the work site as required.

No changes to the project will be allowed, nor will the contractor be paid for any additional work unless an approved Change Order is formally requested and approved in advance. Site visit is required.

Contractor will conduct daily site clean up to ensure a clear work area as well as follow all safety guidelines. All debris and excess material must be disposed of by the contractor off of the project site and off of Camp Beauregard properly. Contractor must obtain authorization for placement of contractor provided dumpster with the project manager if needed.

Contractor understands selected facility is currently inhabited by tenants, and work must be scheduled and approved by both Project Manager and tenant before work commences.

Project Manager:

Name: MAJ Brian Plunk Address: Bldg, 636 I St.

Camp Beauregard Pineville, LA 71360

Phone Number: 318-641-5690

Email: brian.t.plunk.mil@mail.mil